

**CITY OF CONDON
MEMORIAL HALL AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 20____, by and between the City of Condon, a political subdivision of the State of Oregon, and _____ hereafter referred to as Lessee, Witnesses that:

1. Use of Memorial Hall
 - a. Lessee is hereby authorized use of certain City of Condon property commonly known as the Memorial Hall, it being situated at 120 S. Main Street, Condon, Oregon and includes an open hall, kitchen facility and two restrooms.
2. Term of Agreement
 - a. The term of this agreement shall include the following dates:
_____ Lessee will allow the City of Condon to rent the facilities to other entities.
3. Rental Payment
 - a. Rental fee is \$50 per day for Hall.
 - b. Non-Refundable cleaning fee for Hall only \$25.
 - c. Non-Refundable cleaning fee for Hall and Kitchen \$50.00.
 - d. This cleaning fee will still require user to minimum cleaning duties.
4. Use of Property
 - a. Lessee shall not sell, consume, or permit the consumption of alcoholic beverages in or upon the premises unless first obtaining written permission from the Condon City Council and all required OLCC or other permits. Lessee shall not violate or permit the violation of any federal, state or municipal laws or ordinances in or upon the premises.
 - b. Lessee agrees to supervise and provide adequate supervision of the premises and person on the premises during the agreement term
5. Personal Property
 - a. The City of Condon shall not be responsible to Lessee, or guests for their property lost, damaged or destroyed in or upon the premises during the term of this agreement.
6. Damage, Indemnification and Insurance
 - a. Lessee agrees to pay the City of Condon for any and all damage to the premises, fixtures, or contents thereof, caused by Lessee, or guests during the term of this agreement.
 - b. Lessee agrees to defend and indemnify the City of Condon from and against any and all claims for loss arising from bodily injury or property damage resulting from the activity of Lessee, or guests in or upon the premises during the term of this agreement.
7. Sub-Leasing or Assignment
 - a. Lessee shall not sublet the premises, or any portion thereof, or assign this agreement

8. Default and Surrender

- a. If Lessee shall fail to immediately remedy any default in the performance of the other agreements contained in this document, the City of Condon shall have the right to reenter the premises and remove all persons therefrom.
- b. At the expiration of the term of this agreement, or upon any earlier lawful termination of this agreement, Lessee agrees to and shall quit and surrender the premises unto the City of Condon in as good a state and condition as reasonable use and wear thereof will permit (damages by the elements excepted). Lessee shall return the premises in a clean and tidy condition. Lessee will remove all perishables from the refrigerator. Lessee will return any chairs, tables or other equipment to their original location and in a clean condition. The City covenants that, so long as Lessee performs the agreements herein able set forth; Lessee shall and may peaceably and quietly have, hold and joy the premises for the term of the agreement.

9. Waiver

- a. Any waiver of any breach of covenants or agreements herein contained to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver, and shall not operate or bar or prevent the City of Condon from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or agreement or otherwise.

IN WITNESS HEREOF the City of Condon and Lessee have hereunto set their hands this _____ day of _____, _____.

City of Condon

Lessee Representative

By: _____
Kathryn Greiner, City Administrator

Signature

Printed Name and Title

Address

Phone Number

The key to Memorial Hall is available from City Hall during regular Business hours.